

**CITY OF HOUSTON**  
**REQUEST FOR PROPOSAL (RFP)**  
**PARKING PAY-BY-PHONE/APP SYSTEM**  
**SOLICITATION NO.: S69-T25834**

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**Date Issued:** June 3, 2016

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**Pre-Proposal Conference:** June 9, 2016 @ 9:30 A.M., CDT  
Strategic Procurement Division  
901 Bagby, SPD Conference Room 2  
(Tunnel Level)  
Houston, TX 77002

**Pre-Proposal Questions  
Deadline:** June 16, 2016 @ 2:00 P.M., CDT

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**Solicitation Due Date:** June 23, 2016 @ 2:00 P.M., CDT

**Solicitation Contact Person:** Regina Spencer  
[regina.spencer@houstontx.gov](mailto:regina.spencer@houstontx.gov)  
832-393-8707

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**Project Summary:** Three (3) year contract with two (2), one (1) year options for a Parking Pay-by-Phone/App System.

**Project Description:** This RFP is for the provision of all services relating to providing a Parking Pay-by-Phone/App System for metered parking as an option for managed parking at the City of Houston.

**NIGP Code:** 968-60 883-43 208-53

**MWSBE Goal:** 24%

  
John J. Gillespie, Chief Procurement Officer

**June 3, 2016**

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Date

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## **PART I – GENERAL INFORMATION**

### **A. General Information**

The City of Houston (“City”) is currently seeking proposals from vendors to institute a Parking Pay-by-Phone/App System for metered parking as an option for managed parking at the City. The Parking Pay-by-Phone/App System will provide a complete payment capability by phone as an option for City customers that utilize our on-street parking program, as well as operate in off-street locations. The goal is to enhance the overall parking experience that will give more convenience to our customers.

### **B. Background**

Currently, the City’s on-street paid parking is offered via T2 Systems’ Luke pay stations (using both pay by plate and pay and display functionality) and Civicsmart Liberty single-space parking meters. The off-street lots are managed with Luke pay stations are both a pay by plate and pay by space functionality. Pay Stations currently accept three payment options: coins, bills and credit card. The City currently manages 9,500 on-street paid spaces in the central business district and four (4) outlying business clusters with multiple hourly rates and different time-limits. There are 1,075 Parking Pay Stations and about 793 single-space parking meters. The City also offers an all-day parking pass at multi-space pay stations. (Current rate is \$7 for all day in compliance with time limitations).

### **C. Solicitation Schedule**

Listed below are the important dates for this Request for Proposal (RFP).

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	June 3, 2016
Pre-Proposal Conference	June 9, 2016
Questions from Proposers Due to City	June 16, 2016
Proposals Due from Proposers	June 23, 2016
Notification of Intent to Award ( <i>Estimated</i> )	July, 2016
Council Agenda Date ( <i>Estimated</i> )	August, 2016
Contract Start Date ( <i>Estimated</i> )	September, 2016

## **PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **A. Purpose**

The City of Houston Administration and Regulatory Affairs, ParkHouston Division is seeking proposals from qualified vendors to provide a complete Parking Pay-by-Phone/App System for all current and planned on-street paid parking areas as well as surface lots.

The Parking Pay-by-Phone/App System shall offer the following services:

1. Allows customers to pay for a specific period of parking time with a single call or action.
2. Allows payment through multiple options, including web, app, text and Interactive Voice Response (IVR) application.
3. Provide customers with a digital receipt of their transaction that include the session time, amount paid, license plate number, zone/block, and street name.
4. Allows customers an option to be informed at a predetermined time period of the expiration of their paid parking session.
5. Allows purchase of additional parking time (not past the maximum time allowed for that specific time zone).
6. A Parking Pay-by-Phone/App System which has a feature to guide the customer to the best potential block with space availability based on final destination.
7. Does not allow purchase when desired time includes restricted parking periods on that block face (e.g. morning and afternoon commute peak period parking restrictions or during City-established paid parking holidays). **(See EXHIBIT A, CITY OF HOUSTON METER LOCATIONS & HOURS/HOLIDAY SCHEDULE)**
8. Allows for prepayment of parking up to two (2) hours prior to daily listed start time per block face. (This is not intended to be a reservation system but a payment held in escrow for the vehicle in the space until the meter operational hours goes into effect.)
9. Allows merchants to validate on-street parking and/or other creative ways to enhance the overall customer and neighborhood business experience.
10. Merchant of Record to accept all payments for parking via Parking Pay-by-Phone/App System will be the contractor with disbursement of parking meter fees and any additional revenue to be disbursed must be deposited in the City bank account within three (3) business days of receipt with clear delineation and detail of transactions and category of transaction provided with each disbursement.
11. **EXHIBIT D, MAP OF PARKING METER COLLECTION ROUTES**  
General location of paid spaces by district and route.
12. Parking enforcement is conducted by the ParkHouston Division and citations are issued via electronic handheld device that is integrated with T2 Flex. Each Parking Compliance Officer (PCO) is equipped with a Motorola MC75A, which may migrate to an Apple iPhone or Android phone in the next year via use of the T2 Enforcement App. The Parking Pay-by-Phone/App System shall be required to interface with T2 Flex to inform officers in the field of customers that have paid by Phone App. The system must deliver confirmation of payment information in a quick and efficient manner so the average time of

transaction from completion of customer payment to confirmation via the application on the PCO device is less than one (1) minute in real time.

- a. Contractor shall also explain the end-to-end process detailing time for each step in the process from registration of a first-time user to confirmation of payment by the PCO device.
- b. Provide documentation from existing Municipal operations detailing average process time for each constituent step in this process.

13. Allow for integration of back office operation with existing metered parking back office systems. Discussion of the contractor's ability to integrate with future parking systems with examples from other such adaptation after Parking Pay-by-Phone/App System startup. The key is the communication on the quality and depth of contractor personnel resources to adapt to such change.

14. The City is also interested in the use of Parking Pay-by-Phone/App services for other solutions.

- a. Please provide a summary of the top three (3) other alternative solutions currently in place, location of these services, and the verifiable impact of these services.

15. Ensure PCI-compliant managed hosting.

## **B. General Requirements**

1. Contractor shall provide the following types of registration hours (7 am to 2 am Central Time options: live-body phone call during paid parking (CT), Monday through Sunday), smartphone application, and mobile and desktop web. The Contractor is encouraged to provide registration options in other technologies.
2. Contractor shall provide the following payment options for registered customers: IVR, Single Mobility System (SMS), smartphone application, and mobile web. The Contractor is encouraged to provide payment options in innovative payment formats. The contractor is required to comply with all federal, state, and local laws in regards to processing and storing of customer information.
3. Contractor shall provide toll-free, live customer service telephone support (for registration and other issues) from 7 am to 10 pm CT, Monday through Saturday. 24/7 customer support is desired.
4. Contractor shall provide a GIS mapping function that allows users to locate their parking location number on their smart device.
5. Contractor may charge customers a convenience fee. The fee must be clearly communicated at registration and at time of transaction. The contract with the City will set the terms for any changes to the convenience fee.
6. Contractor shall establish a system that is capable of recognizing different rates, hours of operation, maximum time-limits for every paid parking block face based on day of week, time of day, and by district and sub-areas within districts. The system shall not allow parking transactions on official City holidays nor during peak period parking restrictions in designated areas (e.g., no parking allowed between 4 pm and 6 pm).
7. Contractor shall have a system that can make changes to parking rates, hours of operation, and maximum time-limits within 48 hours of notification from the City. The City makes system-wide changes periodically, with changes often made on an annual basis over a multiple month period. Contractor shall not have authority to modify the parking regulations. When the City makes these system-wide changes, the Contractor shall be required to make these changes to its system within 48 hours of

notification for each area. The contractor's database containing the meter rates, restrictions, and hours of operation must be consistent with the City's parking rates and hours of operation.

8. The City's intent for this program is only for making payments at available (unoccupied) parking spaces within paid parking areas following all posted sign regulations. The intent is for customers to specify up front the amount of time to purchase. There is no requirement to allow the customer to request a refund for paid time unused. This program is not intended to be used as an online reservation system of specific spaces.
9. Contractor shall provide real-time electronic enforcement integration so that Compliance is able to easily ascertain if a vehicle that is not displaying time on the meter or a receipt has paid via the Parking Pay-by-Phone/App System without additional hardware beyond currently available equipment.
10. Contractor shall provide the City with designs for all informational materials including but not limited to public right-of-way signs, pay station decals, all marketing activities, and collateral materials (posters, brochures, web page, etc.) for review and final approval before posting or distribution. Use of City logos must be in accordance with City's policies and approved by the City.
11. Contractor shall be responsible for installation of all Parking Pay-by-Phone/App related signs, decals, and other information in the public right-of-way. This includes: 1) a pay station sticker with at minimum a block number, street name, phone number, and Parking Pay-by-Phone/App System logo; 2) posted information on the pay to park signs at both ends of each block face; and 3) a sticker above the parking symbol on each side of the pay station with the block face number and system logo. All materials shall be consistent with the City's paid parking sign templates, as provided in **EXHIBIT C, DOWNTOWN SIGNAGE**. Information about the number of pay stations and block faces is provided in **EXHIBIT A**. **The contractor shall provide requested replacement decals/signs within 10 business days at no charge to the City.**
12. Contractor shall be responsible for developing and providing to the City an implementation schedule within ten (10) business days of contract award. The implementation plan shall include a schedule for the sign and pay station markings installation for city-wide deployment along with all other tasks necessary for implementation.
13. Marketing proposal shall cover the entire term of the contract and all extensions, if so exercised, with periodic plans and scheduling of events to continually market the service and increase the user base throughout the City on a quarterly or semi-annual basis at minimum.
14. Contractor shall create, develop and consistently market a merchant validation program with an expectation of driving merchant use towards a mutually set goal of total transactions within a year of implementation.
15. Contractor shall create, develop and implement incentive plans to drive merchant use and local resident use in the first six months of the program. Contractor shall provide marketing plan for the term of the contract.
16. All marketing collateral shall be branded under the ParkHouston logo. ParkHouston logo colors are Capri Blue (C100 M35 Y5 K40), Citrus Yellow (C0 M20 Y96 K0) and Staid Gray (C20 M17 Y12 K55). Response should include a proposed sign and decal using the ParkHouston logo and colors. **(See EXHIBIT B, PARKHOUSTON LOGO)**.
17. Contractor shall be responsible for managing accounts, transactions, and customer service issues related to the Parking Pay-by-Phone/App System payment process. Contractor shall provide an easy to use customer account management website where the customer can track usage, time, date and other account information.



- a. Customers shall not be subject to spam or other emails unless authorized by the City and as accepted by the customer. No data can be utilized, sourced or solicited by the Vendor for any reason without the City's authorization. At contract termination, any customer data shall be deleted and/or returned to the City.
  - b. Customers' information shall not be sold to a third party or utilized after contract.
  - c. Contractor shall provide a copy of terms/conditions of agreement that customers receive during the account setup process.
18. Contractor shall integrate the Parking Pay-by-Phone/App System transaction data and back-office system into the City's metered pay station transaction account system. All data generated in the transactions shall belong to the City and any/all data utilized must be authorized by the City. The City requires access to all data at all times, and requires a response to all data requests that cannot be obtained within the system immediately within 48 hours of a request.
19. Contractor shall provide secure administrative password access to the back office system to authorized City personnel for financial accountability, reporting, ad hoc querying, revenue reconciliation and summons adjudication. The City requires a functional, easily accessible reporting portal which makes accessing, collating and extracting data a straightforward and relatively simple task. Accessed data shall not include customer's personal payment information (i.e., full credit card number).
20. Contractor shall supply reports for account sign up and use, customer service issues, revenue and any additional reports deemed necessary by the City, and to obtain a response on ad hoc requests within 48 hours. Contractor shall provide samples of reporting options in their response to this RFP.
21. Contractor shall provide onsite or web-based training and manuals for the authorized City personnel to navigate and utilize the back office system.
- a. Describe in detail the training program and time requirement for a fully trained user.
  - b. Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.
  - c. Provide a five (5) year support and maintenance plan including: methods of contact; support team availability; service levels and escalations; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information.

### **C. Key Personnel**

The Proposer shall identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.



#### **D. Price**

The City will consider the overall pricing for the comprehensive solution in its selection process.

### **PART III – MINIMUM PERSONNEL QUALIFICATIONS**

#### **A. Minimum Qualifications**

The following are minimum qualifications and licensing requirements the Contractor must meet. Proposals that do not meet the minimum qualifications shall be rejected by the City without further consideration:

1. Contractor shall have a minimum of three (3) years of experience operating a Parking Pay-by-Phone/App Parking System which includes at least three (3) municipal on-street parking systems in cities with a population of greater than 100,000 and more than 1,000 metered on-street parking spaces.
2. Contractor shall be capable of launching the Parking Pay-by-Phone/App System **September 1, 2016**, or thereafter as the City directs. Launching the system means that at least one business cluster (as agreed to by the City and the Contractor) shall have a fully functional Parking Pay-by-Phone/App System in operation, and remaining neighborhoods will roll out on a consistent basis thereafter.

#### **B. Mandatory Technical Requirements**

1. The Contractor's Parking Pay-by-Phone/App System shall be Payment Card Industry Data Security Standard (PCI DSS) certified. Proposers shall submit PCI DSS and Payment Card Industry-Payment Application Data Security Standard (PCI-PA DSS) Level 1 compliant certificates with their proposal documents. Failure to do so will result in a non-responsive Proposal rating. **(See <https://www.pcisecuritystandards.org/>).**

### **PART IV – EVALUATION AND SELECTION PROCESS**

An evaluation committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Price proposals of those shortlisted will be evaluated once they are identified by the evaluation committee. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City. At the end of the oral presentation, demonstration and/or interview, the evaluation of the shortlisted Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

#### **A. Interviews/Oral Presentations/Demonstrations**

The City reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the presentations is to inform the work of the evaluation committee. If necessary, Proposers may be required to make more than one presentation or demonstration.

#### **B. Selection Process**

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any

projects performed by the proposer whether provided by the proposer or known by the City. Selected proposal will be submitted for approval by the appropriate City officials. The City intends to select a proposal that best meets the needs of the City and provides the overall best value. Upon approval of the selected Proposer, a contract will be executed by the appropriate City officials.

### **C. Best and Final Offer (BAFO)**

City reserves the right to request a Best and Final Offer (BAFO) from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If City chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

### **D. Evaluation Criteria**

#### **1. Responsiveness of Proposal**

Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to City officials.

#### **2. Technical Competence**

Proposals shall be reviewed and selected based on the following criteria:

- a. Quality of the overall proposed plan, including understanding of technical requirements, sound methodology and workflow strategy, quality assurance and control measures, implementation schedule, and understanding of services required in this proposal.
- b. Quality of the overall experience of the Proposer in complex, large organizations; preferably in a large public agency, including understanding of performing the tasks outlined under technical requirements.
- c. Qualifications and specialized experience of the proposed key personnel to successfully implement the project as evidenced by relevant experience in similar roles.
- d. Quality, comprehensiveness and adequacy of proposed work plan including ability to meet service requirements and capacity to successfully perform them.
- e. Quality of proposed strategy for implementation and operational plans.
  - 1) Functional reporting systems, deployment and performance productivity.
  - 2) Marketing and communication.
- f. Financial stability of the Proposer to successfully undertake the project and the ability to ensure performance over the duration of the contract, as evidenced by copies of its audited financial statements for the past two (2) years.
- g. Quality of proposed MWSBE Participation aligned with the project scope.

### 3. Price Proposal

Price will be evaluated separately for overall reasonableness. **Price proposal must be submitted in a sealed envelope.**

## **PART V – SUBMISSION OF PROPOSAL**

### **A. Instructions for Submission**

#### 1. Number of Copies.

- Please submit **seven (7)** printed copies of the Proposal, one (1) of which must be the printed original signed in BLUE ink, bearing the assigned Solicitation Number (S69-T25834), and
- Please submit **seven (7)** electronic thumb drives, all in a sealed envelope to:

City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
Houston, Texas 77002

*PARKING PAY-BY-PHONE/APP SYSTEM RFP Number S69-T-25834 (clearly labeled on the envelope)*

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the Office of the Chief Procurement Officer any time prior to the stated deadline.

2. Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
4. Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
5. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. **The Price Proposal shall be submitted in a separate sealed envelope.** The envelope shall clearly identify the content as "PRICE PROPOSAL". All other submission requirements shall be included with the Technical Proposal.
6. Timely Delivery of Proposals. The Proposal, including the Technical Proposal, the Pricing Proposal and signed Contract, must be delivered by hand or sent to the City of Houston Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
7. Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

## B. Submission Requirements

1. Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.
2. Executive Summary. The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, the key personnel who will be responsible for seeing the project through completion, and a rationale for proposing the software for implementation at the City. The executive summary shall also include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Attach a proposed organization chart for the project. Also, please describe the proposed strategy to keep the System current as technology evolves and improves.
3. Proposed Plan of Action. Provide a detailed proposed plan of action describing the proposed system and indicating how all requirements will be met. Submit a matrix summarizing how each of the requirements will be met and indicating the resources that the City must commit to ascertain successful implementation.
  - a. Schedule. In addition, the proposed plan of action shall include a detailed implementation schedule, including any critical path actions that may cause delay if the schedule is not met. Also, please indicate the ability to implement the system by modules and the flexibility of altering the order of implementation of each module.
4. Qualifications of Key Personnel: Provide chronological resumes of the key personnel that will be assigned to the project. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project. References must include the following: Name of Company, web address; Contact name; Contact telephone number; Contact email; Project Dollar Value; Prime or Subcontractor, Dates of Contract; Brief Description of Project (including hardware and software configuration, version number of software and network configuration).
5. MWSBE Participation: Proposer shall identify the MWSBE participation level and the role that each MWSBE firm will have in the project implementation. Since MWSBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section.
6. Financial Stability. Provide the audited financial statements or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.
7. Exceptions to Standard Contract. Submit any exceptions to the standard contract and include the rationale for taking the exception. Provide rationale for objections to the Article. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If you are proposing alternate language, please include the language for consideration. Also, attach license and maintenance agreement(s), as appropriate.
8. Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
9. Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

10. Other. Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others.

## **Part VI – SPECIAL CONDITIONS**

### **A. No Contact Period**

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

### **B. Equal Opportunity Employment**

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

### **C. Minority, Women and/or Small Business Enterprises (MWSBE)**

Contractor shall comply with the City's Minority, Women and/or Small Business Enterprises ("MWSBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWSBE's. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

### **D. Protests**

An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:

- a. the name, address, telephone number and email address of the protestor;
- b. the number of the solicitation;
- c. information confirming that the protestor is an interested party;

- d. a written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested, and
- e. the signature of the protestor.

Protests shall be submitted to:  
Chief Procurement Officer  
City of Houston  
901 Bagby, B300  
Houston, TX 77002

The City recognizes three types of protests:

- a. Protests regarding solicitation (Pre-Submission Protest)  
Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate.
- b. Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest)  
Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.
- c. Protests made after City Council's decision to award a contract (Post-Award Protest)  
Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award. Any protest received after the applicable deadline will not be considered.

## **PART VII – INSTRUCTIONS TO PROPOSERS**

### **A. Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

### **B. Additional Information and Specification Changes**

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Buyer (Regina Spencer), Telephone: 832.393.8707, Fax: 832.393.8759, or Email (preferred method to): [regina.spencer@houstontx.gov](mailto:regina.spencer@houstontx.gov) no later than June 16, 2016 at 2:00 PM, CDT. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

### **C. Letter(s) of Clarification**

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

### **D. Examination of Documents and Requirements**

1. Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

### **E. Exceptions to Terms and Conditions**

1. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
2. All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

### **F. Post-Proposal Discussions with Proposer(s)**

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).



## **PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL**

- A. Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
- B. Signed M/WBE Forms: Attachment “A” Schedule of M/WBE Participation, Attachment “B”, Notice of Intent, Attachment “C”, Certified M/WBE Subcontract Terms, Attachment “D” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)
- C. Fair Campaign Ordinance Form “A” (Exhibit III)
- D. Affidavit of Ownership or Control (Exhibit IV)
- E. Anti-Collusion Statement (Exhibit V)
- F. Conflict of Interest Questionnaire (Exhibit VI)

## **PART IX – REQUIRED FORMS TO BE SUBMITTED BY AWARDED VENDOR ONLY**

Required forms shall be supplied to the vendor after award.

- A. Insurance Requirements and Sample Insurance Certificate (Exhibit VII).
- B. Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D” (Exhibit VIII).
- C. City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1” (Exhibit IX).
- D. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to [houstonbsc@houstontx.gov](mailto:houstonbsc@houstontx.gov) or fax to 832-393-0650 or submit copy with proposal.
- E. Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.
- F. The Texas Ethics Commission, Certification of Interested Parties, Form 1295 <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

## DEFINITIONS

- A. Interactive Voice Response (IVR): A telephony technology in which someone uses a touch-tone telephone to interact with a database to acquire information from or enter data into the database.
- B. Geographical Information System (GIS): A system designed to capture, store, manipulate, analyze, manage and present all types of spatial or geographical data.
- C. Open Web Application Security Project (OWASP): A non-profit that provides impartial, practical information about application security to individuals, corporations, universities, government agencies and other organizations. See [www.owasp.org](http://www.owasp.org) for details.
- D. ParkHouston: The Division responsible for the enforcement, maintenance and collection of paid parking for the City of Houston.
- E. Payment Card Industry Data Security Standard (PCI DSS): A set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment. See <https://www.pcisecuritystandards.org> for more information.
- F. Parking Compliance Officer (PCO): Staff members authorized to issue citations to vehicles that are parked in violation of City or State Code.
- G. T2 Systems' Luke Pay Station: The equipment used to accept payment for paid parking in both the on-street and off-street environment.
- H. T2 Flex: The citation management system used by parking compliance officers to issue parking citations. T2 Enforcement App is a component of T2 Flex.
- I. Short Message Service (SMS): A text messaging service component of phone, web or mobile communications systems. It uses standardized communications protocols to allow fixed line or mobile phone devices to exchange short text messages.

**EXHIBIT I**  
**OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS**

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**EXHIBIT I  
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):  
\_\_\_\_\_

Federal Identification Number:  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**EXHIBIT I  
REFERENCES  
LIST OF PREVIOUS CUSTOMERS**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT I**  
**LIST OF SUBCONTRACTOR(S)**

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

[illegible]

**EXHIBIT II**  
**ATTACHMENT "A"**  
**SCHEDULE OF M/WBE PARTICIPATION**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____



IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**  
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.  
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

\_\_\_\_\_  
BIDDER COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
TITLE

**EXHIBIT II  
ATTACHMENT "B"  
OFFICE OF BUSINESS OPPORTUNITY AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**

**NOTICE OF INTENT**

**THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.**

To: City of Houston  
Administering Department

Date: \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Bid Amount: \_\_\_\_\_ M/W/SBE Goal: \_\_\_\_\_

\_\_\_\_\_, agrees to enter into a contractual agreement with  
Prime Contractor

\_\_\_\_\_, who will provide the following goods/services in connection  
MWSBE Subcontractor

with the above-referenced contract:

\_\_\_\_\_ for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's Office of Business  
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

\_\_\_\_\_ Intend to  
Prime Contractor M/W/SBE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

\_\_\_\_\_  
Signed (Prime Contractor)

\_\_\_\_\_  
Signed (M/W/SBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT II  
ATTACHMENT "C"  
CERTIFIED M/WBE SUBCONTRACT TERMS**

**CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. \_\_\_\_\_ (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. \_\_\_\_\_ (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

**EXHIBIT II**  
**ATTACHMENT "D"**  
**OFFICE OF BUSINESS OPPORTUNITY AND**  
**CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**

**Report Period:** \_\_\_\_\_

**PROJECT NAME & NUMBER:** \_\_\_\_\_

**AWARD DATE:** \_\_\_\_\_

**PRIME CONTRACTOR:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_

**LIAISON/PHONE NO.:** \_\_\_\_\_

**M/WBE GOAL:** \_\_\_\_\_

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.						
Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 <sup>th</sup> Floor Houston, Texas 77002						

**EXHIBIT III**  
**FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.**

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III  
FORM "A": FAIR CAMPAIGN**

**CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

**The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:**

☐ **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state "none"):**

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

☐ **A CORPORATION**

**List all directors of the corporation (if none state "none"):**

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

List all officers of the corporation (if none state "none"):

Name _____	_____
Officer	Address

Name _____	_____
Officer	Address

Name _____	_____
Officer	Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state "none"):

Name _____	_____
	Address

Name _____	_____
	Address

Name _____	_____
	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01



**EXHIBIT IV:**  
**CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the **"Affidavit of Ownership or Control,"** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT IV:  
AFFIDAVIT OF OWNERSHIP OR CONTROL**

ORIG. DEPT.: \_\_\_\_\_

FILE/I.D. NO.: \_\_\_\_\_

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF \_\_\_\_\_ §

§

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ [FULL NAME] (hereafter "Affiant"),

\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

\_\_\_\_\_ [CONTRACTING ENTITY'S

CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

☐ SOLE PROPRIETORSHIP

☐ NON-PROFIT CORPORATION

☐ CORPORATION

☐ UNINCORPORATED ASSOCIATION

☐ PARTNERSHIP

☐ LIMITED PARTNERSHIP

☐ JOINT VENTURE

☐ LIMITED LIABILITY COMPANY

☐ OTHER (Specify type in space below)

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

**Contracting Entity**

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

6. *Optional Information*

Contracting Entity and/or \_\_\_\_\_ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: \_\_\_\_\_  
Tax Account Nos. \_\_\_\_\_  
Case or File Nos. \_\_\_\_\_  
Attorney/Agent Name \_\_\_\_\_  
Attorney/Agent Phone No. (\_\_\_\_\_) \_\_\_\_\_  
Tax Years \_\_\_\_\_

Status of Appeal [DESCRIBE] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant’s knowledge and belief.

\_\_\_\_\_ Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

Notary Public \_\_\_\_\_

**NOTE:**  
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT V**  
**ANTI-COLLUSION STATEMENT**

**Anti-Collusion Statement**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

**EXHIBIT VI**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

**CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

**NOTE:** Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

**Who must file a CIQ?**

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

**When must the Vendor/Contractor or Agent file a CIQ?**

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7<sup>th</sup> business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

**What is a business relationship?**

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VI  
CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<div style="border: 1px solid black; padding: 2px;"><b>1</b> Name of person who has a business relationship with local governmental entity.</div>		<div style="border: 1px solid black; padding: 2px;">Date Received</div>
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div><b>2</b> Check this box if you are filing an update to a previously filed questionnaire.</div></div><p style="margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div><b>3</b> Name of local government officer with whom filer has employment or business relationship.</div></div><div style="text-align: center; margin-top: 10px;"><div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div><p>Name of Officer</p></div><p style="margin-top: 10px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p><p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>D. Describe each employment or business relationship with the local government officer named in this section.</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div><b>4</b></div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%;"><div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div><p>Signature of person doing business with the governmental entity</p></div><div style="width: 35%;"><div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div><p>Date</p></div></div></div>		

Adopted 06/29/2007